FILE NO. 6389A (RE-BID) SUMMER FOOD SERVICE PROGRAM (DHSP) - THURSDAY, JUNE 5, 2014 @11:00 AM

Invitation for Bid	**If at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the same time on the next normal business day. Bids will be accepted until that date and time.**
FILE NO: 6389A (RE-BID)	
COMMODITY: Summer Food Program	
NAME OF BIDDER:	
BIDDER'S FED. ID.	

TO: Amy L. Witts, Purchasing Agent
795 Massachusetts Avenue, Room 303
Cambridge, MA 02139

PH: (617)349-4310 FX: (617)349-4008

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **CAMBRIDGE CHRONICLE** on **Thursday, May 22, 2014,** which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Mass. Ave., Room 303, Cambridge, MA at 11:00 a.m. on **Thursday, June 5, 2014. Parking is limited at this location. It is strongly recommended that bids are mailed or delivered in advanced of the due date and time. Late proposals will not be accepted. This bid may be downloaded from the City's web site, www.CambridgeMA.gov, Online Services, Purchasing Bid List, Invitation for Bid, File No. 6389A.**

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Invitation for Bid and all attachments hereto. **"The submitted bid must be without conditions, exceptions or modifications to the bid document".**

The envelope containing the bid must be labeled: "This envelope contains a bid for **File No. 6389A, (Re-bid) SUMMER FOOD PROGRAM opened at 11:00 a.m. on Thursday, June 5, 2014". The bid and all documents submitted with it are public records.** This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated.

See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Invitation for Bid.

This bid includes addenda numbered:_____

SIGNATURE OF BIDDER:_____

TITLE OF SIGNATORY_____

ADDRESS OF BIDDER_____

TELEPHONE NUMBER_____**FAX NUMBER:**_____

EMAIL ADDRESS_____

Please check one of the following and insert the requested information:

( ) Corporation, incorporated in the State of:_____

( ) Partnership. Names of partners:_____

( ) Individual:_____

NAME OF BIDDER:_____

GENERAL TERMS AND CONDITIONS

LAWS: All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.

EQUAL OPPORTUNITY: The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph

TAXES: Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

QUANTITIES: Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.

BID PRICES: Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.

DELIVERY AND PACKAGING: Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.

MODIFICATION OF BIDS: Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.

REJECTION OF BIDS: The City reserves the right to reject any and all bids if it is in best interest of the City to do so.

AWARD OF CONTRACT: Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.

INDEMNITY: Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees

TERMINATION OF CONTRACT: Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

ASSIGNABILITY: The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

NAME OF BIDDER:_____

FILE NO. 6389A (RE-BID) SUMMER FOOD SERVICE PROGRAM (DHSP) - THURSDAY, JUNE 5, 2014 @11:00 AM

TO: Amy L. Witts, Purchasing Agent
City Hall, Cambridge, Massachusetts 02139

The undersigned hereby proposes to provide **Summer Food Service Program** for the City of Cambridge **Department of Human Services** all in accordance with the attached specifications and following proposal schedule.

Contract will be awarded by within forty-five days, unless award date is extended by consent of all parties concerned.

The contract period is for one year with two one-year options to renew at the sole discretion of the City. One award will be made as a result of this Invitation for Bid. A contract will be awarded to the responsive and responsible bidder offering the lowest price for year one. The City will renew years two and three depending on the performance of the contractor and the price for the subsequent years. All prices are to remain firm for the entire contract period. The payment and performance obligation for each succeeding year of the multi year contract will be subject to the appropriation and other available funds.

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the date and time of the bid opening.

PLEASE SUBMIT YOUR BID IN DUPLICATE do not submit bids in hard binders.

A sample contract is attached hereto. The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms & conditions.

Questions
Questions concerning the Invitation for Bid must be submitted in writing by Wednesday, May 28, 2014 by 3:00pm. All questions can be faxed to the Office of the Purchasing Agent: Fax # 617-349-4008. An addendum will be posted the Purchasing Website to notify all bidders of the questions and answers. Bidders will not be notified individually of Addendums.

Please review the bidders list on the website. If your firm in not listed on the bidders list, please click on "Registry" and notify us that you have downloaded the bid document.

Bid Results
The tab sheet and the contract award information will not be mailed to the bidders individually. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

Confidentiality and Public Record Law
All bids or other materials submitted by the vendor in response to this Invitation for Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

NAME OF BIDDER:_____

Living Wage Requirements

The City of Cambridge has a Living Wage Requirement that establishes minmum hourly rates for all Personnel that work inside the City limits. The City of Cambridge's Living Wage as of March 1, 2014 is $14.71 per hour. The Living Wage Requirements are attached.

Definitions

The term "food service management company" in this Invitation for Bid and Contract means any commercial enterprise or nonprofit organization registered with the state which contracts with a Sponsor to manage any aspect of the food service, including vendors which contract with a Sponsor to prepare unitized meals with or without milk or juice.

The term "Sponsor" means the Service Institution which issues this Invitation for Bid (IFB).

The term "unitized meal" means an individual preportioned meal consisting of a combination of foods meeting the SFSP pattern requirements, delivered as a unit with or without milk or juice. The State Agency may approve exceptions to the unitized meal such as separate hot and cold packs.

Scope of Services

A. USDA regulations 7CFR part 225, entitled Summer Food Service Program is hereby incorporated by reference.

B. Contractor agrees to deliver unitized meals *inclusive of milk and juice to locations set out in Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.

C. All meals furnished must meet or exceed USDA requirements set out in Schedule C, Menu Schedule B and Food Specification Schedule D, attached hereto and made a part hereof.

D. Contractor shall furnish meals as ordered by the sponsor during the period of **6/30/14 - 8/15/14: Year One, 6/29/2015 - 8/12/2015: Year Two, 6/27/2016- 8/12/2016:Year Three**. Meals are to be served **5 days** a week, as specified in Schedule A.

E. Contractor agrees to deliver double breakfast to all breakfast sites each Monday by or before 7:30 A.M.

F. Contractor will arrange for milk chests to be delivered to each indoor site lacking refrigeration.

G. Bidders must be licensed by the State of Massacusetts. Chapter 94, Section 305C. Bidders who are not licensed will not be considered for award. **See Attachment A " The Commonwealth of Massachusetts, Chapter 94,Section 305C".**

H. Vendor must have walkie-talkie communication system among all delivery trucks. Sponsor and vendor must be able to reach all vehicles during hours of operation in case of emergencies or unforeseen circumstances.

SECTION A — SUMMER FOOD SERVICE PROGRAM (SFSP) INVITATION FOR BID AND CONTRACT

This document contains an invitation to food service management comparnies to bid for the furnishing of unitized meals to be served to children participating in the Summer Food Service Program (SFSP) authorized by Section 13 of the National School Lunch A and operated under Part 225 of the U.S. Department of Agriculture (USDA) regulations. This document sets forth the terms and conditions to applicable to the proposed procurement. Upon acceptance it shall constitute the contract between the bidder and the Sponsor named below.

SPONSOR

Issued by (Sponsor): City of Cambridge

Name: City of Cambridge

Address: 795 Mass. Avenue

City: Cambridge

Telephone #: (617) 349-4310

Contract Commencement Date: June 30, 2014

Contract Expiration Date: August 15, 2014

Contract Commencement Date: June 29,2015

Contrac Expiration Date: August 14, 2015

Contract Commencement Date: June 27, 2016

Contrac Expiration Date: August 12, 2016

Bid Issue Date: _____ Bid #: **6389A re-bid**

Bid Opening: **Thursday**

Date: **June 5, 2014** Time: **11:00 a.m.**

Location: Purchasing Department

Total Estimated Amount of Bid **Year 2014** $ _____

Total Estimated Amount of Bid **Year 2015** $ _____

Total Estimated Amount of Bid **Year 2016** $ _____

BIDDER

Name of Bidder: _____

Street Address: _____

City, State, Zip: _____

Telephone #: _____

_____
Signature of Bidder (in ink)

Print of Type Name of Bidder

Title: _____ Date: _____

ACCEPTANCE

Contract Number: _____

Date: _____

_____
Sponsor Name

_____
Sponsor Signature

_____
Title

NAME OF BIDDER: _____

SECTION B

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

A. By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or competitor:

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowlingly be disclosed by the offeror prior to the opening in this case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectlyto any other offeror or to any competitor.

(3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer certifies that

(1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he or she not participated, and will not participate, in any action contrary to (A) (1) through (A)(3) as noted; or

(2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to art as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A) (1) through (A) (3) as noted;, and as their agent does hereby so certify; and he or she has not participated, or will not participate, in any action contrary to (A)(1) through(A)(3) as noted

Signature of Vendor's Authorized Representative:	Title:	Date:

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action which may have jeopardized the independence of the offer referred to above.

Signature of Authorized Sponsor Representative:

(Accepting a Bidder's offer does not constitute acceptance of the contract.)

Note: Sponsor and Bidder shall execute this Certificate of Independent Price Determination.

NAME OF BIDDER:_____

Quality Requirements

A "NO" response, a failure to respond, or a failure to meet any of the following Quality Requirements will result in a rejection of your bid (1-3)

Circle Yes or No for each of the following requirements

1. Bidder is licensed in accordance to Massachusetts General Laws, Chapter 94 Inspection and Sale of Food, Drugs and Various Articles, Section 305C, Food processor or distributor, licensing, application of section. See Attachment A.

YES **NO**

2. Bidder must have two years experience providing cities, states or towns, Food **Service**s, similar in size and scope to the Food Service Program described in this Invitation for Bid.

YES **NO**

3. Bidder can provide proof of financial solvency.

YES **NO**

Bid Submission Requirements

1. Bidder shall submit a copy of bidder's license in accordance to The Commonwealth of Massachusetts General Laws Chapter 94 Section 305C.

2. References: Bidder shall submit a complete list of all cities or towns for whom bidder has provided Food Services that are similar in size and scope. In addition, the City reserves the right to use itself as a reference. A bid may be rejected on the basis of one or more references reporting poor past performance. **Please fill out and submit the Reference Form attached.**

3. Bidder shall submit most recent financial statement.

Reference Form on next page.

This form must be submitted with your bid.

NAME OF BIDDER:_____

Reference Form

Reference:_____ Contact:_____

Address:_____ Phone:_____

Email Address

Description and dates services provided

_____

_____

_____

Reference:_____ Contact:_____

Address:_____ Phone:_____

Email Address

Description and dates services provided

_____

_____

_____

Reference:_____ Contact:_____

Address:_____ Phone:_____

Email Address

Description and dates services provided

_____

_____

_____

Reference:_____ Contact:_____

Address:_____ Phone:_____

Email Address

Description and dates services provided

_____

_____

_____

Attach additional sheets if necessary

Insurance Requirements

Worker's Compensation.
Before commencing performance of the Contract, the ***Contractor*** *shall provide by insurance for the payment of compensation and the furnishing of other benefits to all persons to be employed under the Contract, and the* ***Contractor*** *shall continue such insurance in full force and effect during the term of the Contract. Sufficient proof of compliance with this paragraph must be furnished at the time of execution of this Contract.*

Additional Insured. *Each policy must list the City of Cambridge as an additional named insured.*

Insurance Rating. *Any insurance carrier utilized to fulfill the insurance requirements of this Contract shall have a minimum A.M. Best rating of A-X.*

Premiums. *The* ***Contractor*** *must provide the required insurance at its own expense.*

Notice of Occurrence. *Notice of occurrence shall be given to the* ***City*** *Manager,* ***City*** *of Cambridge,* ***City*** *Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 and, at the option of the* ***Contractor****, any other* ***City*** *official permitted by law to receive notice.*

Waiver of Subrogation. *The* ***Contractor*** *and all Subcontractors waive subrogation rights against the* ***City*** *for all losses.*

Coverage Period. *Each insurance policy must cover the en*tire contract period.

Policies and Limits. The insurance required shall include all major divisions of coverage and shall be on a commercial general form basis including Premise and Operations (including X-C-U), bodily injury (including death); broad form property damage (including completed operations) including injury to/or destruction of tangible property, including loss of use therefrom; personal injury; Owner's Protective (as a separate policy), and Owned, Non-owned, Leased, and Hired Motor Vehicles, fire, crime, and applicable worker's compensation and employers' liability insurance. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater:

Owner's Protective Liability		
Each Occurrence		*$500,000*
Aggregate		*$1 Million*
Commercial Liability		
General Aggregate		*$1 Million*
Products Completed Operations		
Aggregate		*$500,000*
Personal Injury and Advertising Limit		*$500,000*
Each Occurrence		*$500,000*
Automotive-for all owned, non-owned, hired and leased vehicles		
Combined single limit		*$500,000*
or		
Bodily injury-	*each person*	*$100,000*
	each accident	*$500,000*
Property damage-each occurrence		*$500,000*
Crime		*$500,000*
Umbrella		
Combined single limit		*$500,000*
General aggregate		*$500,000*
Worker's Compensation		
Coverage A	*Statutory*	
Coverage B	*Each Accident*	*$100,000*
	Disease-Policy limit	*$500,000*
	Disease-Each Employee	*$100,000*

NAME OF BIDDER:_____

Excess Liability Insurance.
*The **Contractor** may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above. Any such amounts must be in addition to the umbrella limits required, must list all underlying policies, and must list the **City** as a named insured. Evidence of such excess liability shall be delivered to the **City** in the same form and manner as the required insurance policies.*

Amendment of Insurance Requirements.
The City reserves the right, at its sole discretion, to amend the insurance requirements contained herein.

Occurrence Basis
*All insurance shall be written on an occurrence basis, unless the **City** approves in writing coverage on a claims-made basis. Coverages whether written on an occurrence or a claims-made basis shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.*

Certificates of Insurance.
*Certificates of Insurance acceptable to the **City** and confirming the insurance coverage required herein are attached to the Contract. The City shall have no obligation to execute the Contract and may award the Contractor to the next lowest responsible and responsive bidder, if such insurance certificates have not been provided to the City within five (5) business days after presentation of the Contract to the Contractor for execution.*

Unit Price Instuctions

1. **Bidders** are asked to submit prices on meal types meeting the contract specifications set forth in Schedule C in the estimated quantities to be delivered to all of the sites stated in Schedule A. The Unit Price Schedule shall be completed as follows:

   A. **Sponsor** shall insert in (A) appropriate number of meal servings based on historical data, if available. This shall be done for each meal type. The sponsor may use discretion in choosing the number. The sponsor should only choose the number of meals which are appropriate for its meal servings.

   B. **Sponsor shall** fill in (B) number of operating days during the contract period anticipated for each meal type.

   C. **Vendor** shall insert appropriate unit prices for number of meals selected by the sponsor and complete (D and (D) on the Unit Price Schedule.

   D. **Sponsor** shall confirm estimated total.

2. **Pricing** shall be on the menus described in Schedule B. all bidders must submit bids on the same menu cycle provided by the Sponsor. Deviation from this menu cycle shall be permitted only upon authorization of the Sponsor. Bid price must include the price of food components (including milk and/or juice, if part of unitized meal), packaging, transportation and all other related costs (e.g., condiments, utensils, etc.).

3. **Number of meals are estimated**: They are the best known estimates for requirements during the operating period. The Sponsor reserves the right to order more or less meals than estimated at the beginning of the operation period. Contractor will be paid at the unit price rate for the number of actual meals delivered each day for the payment period specified. (The sponsor should insert whether the payment period is to be 14 days or one month.) Sponsor does not guarantee orders for quantities shown. The maximum number of meals will be determined based on the approved level of meals service designated by the administering office for each site serving meals provided by the contractor.

4. **Evaluation of Bidders**: Each bidder will be evaluated on the following factors:

   a. Evidence that bidder is licensed by the State of MA, where the service is to be performed in accordance to Chapter 94 Section 305C

   b. (1) Financial capability to perform a contract of the scope required. See bid submission #2.

   (2) Other factors such as transportation capability, sanitation, quality of food and packaging.

Bidders that do not satisfactorily meet the above criteria may be rejected as non-responsive and not be considered for award.

5. **The Unit Prices:** The unit prices of each meal type which the bidder agrees to furnish must be written in ink or typed in the blank space provided and must include proper packaging and delivery to designated sites as required in the specifications. Unit prices shall include taxes, but any charges or taxes which are required to be paid under future laws must be paid by the bidder at no additional charge to the Sponsor. Unit prices shall be on the menus described in the Unit Price Table. All bidders must submit bids on the same menu cycle provided by the sponsor. Bid price must include price of food, milk (if applicable) packaging, transportation and all other related costs.

6. **Ordering Meals:** Sponsors will order meals daily preceding the day of delivery: orders will be placed for the total number of sites on the succeeding day, and will include breakdown totals for each site and each type of meal. Breakfast for Monday will be ordered on Thursday and delivered on Friday.

   The sponsor reserves the right to increase or decrease the number of meals ordered on a 24 hour notice, or less if mutually agreed upon between the parties to this contract.

7. **Menu-Cycle Change Procedure:** Meals will be delivered on a daily basis in accordance with the menu cycle which appear in Schedule B. Menu changes may be made only when agreed upon by both parties. When an emergency situations exists which might prevent the contractor from delivering a specified meal component, the Sponsor shall be notified immediately so substitutions can be agreed upon. The Sponsor reserves the right to suggest menu changes within the vendor's suggested food cost, periodically throughout the contract period.

8. **Noncompliance**: The Sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The contractor will not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period and meals rejected because they do not comply with the specifications. The Sponsor reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The contractor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The Sponsor or inspecting agency shall notify the contractor in writing as to the number of meals rejected and the reasons for rejection.

The SFSP regulations provide that statistical sampling methods may be used to disallow payment for meals which are not served in compliance with Program regulations. In the event that disallowances are made on the basis of statistical sampling, the Sponsor and the contractor will be notified in writing by the administering agency as to the number of meals disallowed, the reasons for disallowance. and the methodology of the statistical sampling procedures employed.

9. **Specifications:**

A.. Packaging:

1. Hot Meal Unit - Package suitable for maintaining meals in accordance with local health standards. Containers and overlay should have an air-tight closure, be of non-toxic material, and be capable of withstanding temperatures of 400 degrees (204 degrees) or higher.

2. Cold Metal Unit (or Unnecessary to Heat) - Container and overlay to be plastic or paper and non toxic.

3. Cartons - Each carton to be labeled. Label to include:
   a) Processor's name and address (plant)
   b) Item identity, meal type
   c) Date of production
   d) Quantity of individual unit per carton

4. Meals shall be delivered with appropriate nonfood items: condiments, straws for milk, napkins, single service ware, etc. Sponsor shall insert the types of nonfood items that are necessary for the meals to be eaten.

STANDARD PACKAGING - ALL SITES

5.) Meals should be packed in master containers. These containers must be able to maintain cold palatable and safe temperatures of meals for as many hours as needed while food is being held prior to actual meal service. Some sites may require special packaging where refrigeration may be a concern.

Half pints of milk must be packed in sealed cases in some method to maintain milk at 38 degrees to 42 degrees F until meal service begins. (This could include the use of ice packs) Each case should contain the same amount of milk as one case of meals. All milk must be packed separately to avoid meals being ruined by leaking.

SPECIAL MEAL PACKAGING

6.) May include insulation and adequate ice packs to maintain safe temperatures. In addition to meeting the above criteria: certain sites which take delivered meals on daily field trips where no refrigeration is available will be issued by the vendor, insulated transport containers. The vendor will provide ample frozen ice packs for each transport container to maintain appropriate temperatures as mandated. by local health department regulations. Supplying and retrieval of coolers and transport containers shall be the sole responsibility of the vendor.

Each sites which is issued these containers and ice packs will be responsible to return them to the vendor at the conclusion of the program.

B. Food Preparation:

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

C. Food Specifications:

Bids are to be submitted on the menu cycle included in schedule B; and portions shall, as a minimum, be the quantities specified by USDA for each component of each meal, as included in Schedule C of this contract.

All meals must meet the food specifications and quality standards as incorporated in the menu cycle (Schedule B) food specifications (Schedule D).

All meats and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary and free of objectionable odors or signs or deterioration on delivery.

Milk and milk products are defined "+as fluid types of pasteurized flavored or unflavored whole milk, or lowfat milk, skim milk or cultured buttermilk which meet State and local standards for such milk. All milk should contain vitamins A & D at the levels specified by the Food and Drug Administration and at levels consistent with State and local standards for such milk". Milk delivered hereunder shall conform to these specifications.

General Conditions

1. Delivery Requirements

   A.. Delivery will be made by the contractor to each site in accordance with the order from the Sponsor.

   B. Meals are to be daily delivered, unloaded, and placed in the designated site by the contractor's personnel at each of the locations and times listed in Schedule A.

   C. The contractor shall be responsible for delivery of all meals and/or dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health code.

   D. The Sponsor reserves the right to add or delete food service sites by amendment of the initial list of approved sites in Schedule A, and make changes in the approved level for the maximum number of meals which may be served under the Program at each site (established- under Section 225.70) of the SFSP regulations). The Sponsor shall notify the contractor by providing an amendment to Schedule A, of all site which are approved. cancelled, or terminated subsequent to acceptance of this contract, and of any changes in the approved level of meal service for a site. Such amendments shall be provided within*-24-hours or less.

   E. All delivery trucks must be refrigerated. A minimum of 2 refrigerated trucksmust be utilized daily.

   F. The vendor. with twenty-four notice must, be able to deliver "Special Event" meals to different locations at pre-determined delivery times.

   G. The vendor must have a walkie talkie type communication system among all delivery trucks. The sponsors and the vendor, must be able to reach all vehicles during hours of operation in case of emergencies or unforeseen circumstances.

   H. The vendor shall provide delivery schedule and detailed explanation of the communication devices that vendor intends to use as part of this bid.

   I. Any cost adjustments that are granted to the purveyor must extend to the sponsor.

   Example: If commodity products are provided to the vendor for use within the menu the value will be reflected in the prices.

   J. Meat and Meat alternate requirements are based on current USDA Food Buying Guidelines.

1.) Delivery Requirement continued

K. Vendor must submit in writing brand name of snack items they are supplying, at time of bid opening. Sample of meals may be required prior to awarding bid.

L. To communicate daily site changes, the successful vendor must have Email with the ability to send and receive attached files and 2 way FAX.

M. Vendor will adhere to menu as written. Any emergency change must be authorized by the Director or Manager for the City of Cambridge.

N. Any problems or issues reported to the vendor must receive prompt attention and resolution must be received in writing within 12 hours of the complaint addressed to the Director of Food and Nutrition Services.

2. Supervision and Inspection

The contractor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance and packaging, in addition to the quality of products.

3. Record Keeping

A. Delivery tickets must be prepared by the contractor at a minimum in three copies; one for the contractor, one for the site personnel and one for the Sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees of the Sponsor at each site will check adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the Sponsor only if signed by the Sponsor's designee at the site.

B. The FSMC shall maintain records supported by daily delivery invoices, itemized monthly invoices with daily quantities, unit price and total bill for food delivered each month, purchase orders, menus, records of discounts (if any), production records for this Contract or other evidence for inspection and reference to support payments and claims.

C. The books and records of the contractor pertaining to this contract shall be available for a period of three years from the date of submission of the Sponsor's final claim for reimbursement or until the final resolution of any audits, for inspection and audit by representatives of the State agency, representatives of the U.S. Department of Agriculture, the Sponsor and the U.S. General Accounting Office at any reasonable time and place.

4. Method of Payment

The contractor shall submit its itemized invoices to the Sponsor Weekly. Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. The Sponsor shall calculate the average number of meals delivered each day for the applicable period. Payment will be made at the unit price shown in C of the Unit Price Schedule. Each payment period will be calculatedand paid for independent of other periods. No payment shall be made unless the required delivery receipts have been signed by the site representative of the Sponsor.

The contractor shall be paid by the Sponsor for all meals delivered in accordance with this contract and SFSP regulations. However, neither the Department nor the State agency assumes any liability for payment of differences between the number of meals delivered by the contractor and the number of meals served by the Sponsor that are eligible for reimbursement.

5. Inspection of Facility

A. The Sponsor, the State Agency and USDA reserve the right to inspect the contractor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.

B. The contractor's facilities shall be subject to periodic inspections by State and local health departments or any other agency designated to inspect. meal quality for the State. This will be accomplished in accordance with USDA regulations.

C. The contractor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent agency to determine bacterial levels in the meals being served. Such levels shall be in conformance with standards set by local health authorities.

6. Availability of Funds

The Sponsor reserves the right to cancel this contract if the Federal funding to support the SFSP is withdrawn. It is further understood that, in the event of cancellation of the contract, the Sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

7. Number of Meals and Delivery Times

The contractor must provide exactly the number of meals ordered. Counts of meals will be made at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of delivered meals is determined.

8. Emergencies

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the Sponsor by telephone or telegraph of the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; and (3) a statement of whether or not succeeding deliveries will be effected. No payments will be made for deliveries made later than 2 hours after a specified meal time.

Emergency circumstances at the site precluding utilization of meals are the concern of the Sponsor. The Sponsor may cancel orders provided it gives the contractor at least 24 hours notice or less if mutually agreed upon between the parties to this contract.

Adjustment for emergency situations affecting the contractor's ability to deliver meals, or Sponsor's ability to utilize meals, for periods longer than 24 hours will be mutually worked out between the contractor and the Sponsor.

9. Termination

A. The Sponsor reserves the right to terminate this contract if the contractor fails to comply with any of the requirements of this contract. The Sponsor shall notify the contractor and surety company, if applicable, of specific instances of noncompliance in writing. In instances where the contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Sponsor shall have the right, upon written notice, of immediate termination of the contract and the contractor or surety company, if applicable, shall be liable for any damages incurred by the Sponsor. The Sponsor shall process a procurement action on a competitive basis to arrive at a fair and reasonable price, if the food service management company was not required to be bonded in accordance with Section 225.16(j) and 225.16(k) of the regulations.

B. The Sponsor may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, if it is found by the Sponsor that gratuities in the form of entertainment, gifts or otherwise were offered or given by the contractor to any officer or employee of the Sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Sponsor makes such findings shall be in issue and may be reviewed in any competent court.

C. In the event this contract is terminated as provided in paragraph (b) hereof, the Sponsor shall be entitled (i) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor and (ii) as a penalty in addition to any other damages in an amount which shall

not be less than three nor more than ten times the costs incurred by the contractor in providing any such gratuities to any such officer or employee.

D. The rights and remedies of the Sponsor provided in this clause shall not be exclusive and are in addition to any othei rights and remedies provided by law or under this contract.

10. Subcontracts and Assignments

The contractor shall not subcontract for the total meal, or for the assembly of the meal; and shall not assign, without the advance written consent of the Sponsor, this contract or any interest therein.

In the event of any assignment, the contractor shall remain liable to the Sponsor as principal for the performance of all obligations under this contract.

General Provisions

1. Equal Opportunity

The following clause is applicable unless this contract is exempt under rules, regulations, and relevant orders of the Secretary of Labor (41 CFR ch. 60).

A. The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended, USDA regulations implementing Title IX of the Education Amendment, and Section 504 of the Rehabilitation Act of 1973, and any additions or amendments.

2. Clean Air and Clean Water

If this Contract is in excess of $ 100,000 the Sponsor and FSMC shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857), or the Federal Water Pollution Control Act (33 USC 1319), as amended.

Schedule A:
2014 SUMMER FOOD - SITE LIST

NO.	NAME & LOCATION	DURATION	CONTACT	MEAL TIMES	Total
001	**Camp Rainbow**	6/30 - 8/15	Britney	B: 9:00-9:30 am	
	Morse School	cell:Britney	617-417-4757	L: 12:30-1:00 pm	
	40 Granite Street				**25**
	Cambridge, MA 02139		cacremens@gmail.com		
005	**Compass/Fitzgerald**	6/30- 8/15	Nancy Grabowski	B: 8:20-9:15am	
	Peabody School	617-201-7846	617-349-6533	L: 11:30-1:15 pm	
	70 Rindge Avenue	Carolyn R.	617-349-6302	Frank	**300**
	Cambridge, MA 02140		ngrabowski@cpsd.us	617-501-4066	
006	**Breakthrough**	6/30 - 8/8	Allison Tarr	B: 7:50-8:30 am	
	CRLS		617-349-6647	L: 12:50-1:30 pm	
	459 Broadway	Danny Hikes	617-599-9827		**130**
	Cambridge, MA 02138	Elizabeth	617-349-6647		
			dhikes@breakthroughcambridge.org		
007	**Sun! Splash!**	6/30 - 8/15	Cris Rebelo/Arnita	B: 8:30-9:00 am	
	King Open School		617-349-6305	L: 12:00-12:30 pm	
	850 Cambridge Street		Cell: 617-308-1994		**50**
	Cambridge, MA 02141		Crebelo@cambridgema.gov		
009	**Gately Youth Center**	6/30 - 8/15	Kenya Pavon	B: 9:30-10:00 am	
	70R Rindge Ave	617-620-8627	617-349-4499	L: 12:30-1:00 pm	
	Cambridge, MA 02140	KaitlynByrne	617-785-3608		**60**
			Kpavon@cambridgema.gov		
011	**Cambridge Adv. Day Camp**	6/30 - 8/1	Jessica Solomon	B: 9:00-9:30 am	
	BB&N		617-864-0960	L: 12:00-12:45 pm	
	80 Sparks Street	c.	508-944-0190	Liz	**96**
	Cambridge, MA 02138	camp:	617-800-2344	413-374-5249	
			k.cook@cambridgecamping.org		
015	**Tobin Kids Camp**	6/30 - 8/15	Liz Lewis	B: 8:30-9:00 am	
	Tobin School		617-349-6300	L: 12:00-12:30 pm	
	197 Vassal Lane	Katie	857-234-2652	Liz	**70**
	Cambridge, MA 02138		Elewis@cambridgema.gov	413-374-5249	
019	**Camp DayBreak**	7/7 - 8/8	Mia Kilinger-Powell	S: 8:30-9:00 am	
	Fayerweather Steet School		617-686-3579	L: 12:00-1:00 pm	
	765 Concord Avenue	Greg	781-635-4887		**32**
	Cambridge, MA 02138		asklinger@verizon.net		
021	**Moore Youth Center**	6/30 - 8/15	Sheldon	L: 11:30-12:30 pm	
	Hoyt Field		617-388-7639		
	Gilmore Street	Myersha	857-209-6903	Bobby c:617-892-5342	
	Cambridge, MA 02139				
022	**Area IV Youth Center**	6/30 - 8/15	Nicole Rodriguez	B: 9:15-9:45 am	
	Sports Leadership		617-349-4490 or 6262	S: 15-3:45 pm	
	243 Harvard Street	Anaisa	617-583-0496		**65**
	Cambridge, MA 02139	Shaila	857-318-4856		
	CONTINUED ON NEXT PAGE		nrodriguez@cambridgema.gov		

Schedule A:
2014 SUMMER FOOD - SITE LIST

023	**Summer Discovery/Amigos**	*6/30-7/18*	Silvia Arata	B: 8:00-8:30 am	
	Amigos School	*Joana Shyano*	*617-230-1525 @*	L: 12:00-12:30 pm	
	15 Upton Street	*c:781-640-9352*	*617-349-6567*		**45**
	Cambridge, MA 02139	*781-640-9352*	SArata@cpsd.us		
029	**Boys & Girls Club**	*6/30- 8/15*	Caroline Moreno	B: 8:45-9:30 am	
	119 Windsor Street		617-491-2194	L: 11:45-12:30 pm	
	Cambridge, MA 02139	*cell:*	857-334-2330		**50**
			cmoreno@kidsclubs.org		
033	**PBH/King Open School**	*6/30 - 8/13*	Jaquell Sneed-Adams	B: 9:00-9:30 am	
	850 Cambridge Street		*252-915-0411*	L: 12:00-12:30 pm	
	Cambridge, MA 02141	*Joli*	617-838-7518		**40**
			jaredsawyer@college.harvard.edu		
035	**Frisoli Youth Center**	*6/30 - 8/15*	Jeneen Mucci	B: 8:45-9:15 am	
	Summer Arts Program	*617-349-4497*	*617-349-6312*	L: 11:45-12:15 pm	
	61 Willow Street	*617-347-7746*	*617-349-6316*		**60**
	Cambridge, MA 02141	*Jada*	Jmucci@cambridgema.gov		
036	**Gold Star Mother's Park**	*6/30 - 8/15*	Marshall Crayton	L: 11:30-12:30 pm	
	Gore Park		*857-544-0280*		
	155 Gore Street	*Damian*	*617-913-5646*		
	Cambridge, MA 02141				
037	**PBH/Baldwin**	*6/30 - 8/13*	Jared Sawyer	B: 9:00-9:30 am	
	28 Sacramento Street		*857-209-8033*	L: 12:00-12:30 pm	
	Cambridge, MA 02138	*Sarah*	617-233-6827		**80**
			mldurgin@gmail.com		
039	**PBH/KennedyLongfellow**	*6/30 - 8/13*	Ben LaRocque	B: 9:00-9:30 am	
	158 Spring Street		*860-810-5579*	L: 12:00-12:30 pm	
	Cambridge, MA 02139	*Chika*	614-282-1418		**40**
043	**Danehy Park**	*6/30 - 8/8*	Shanice	L: 11:30-12:30 pm	
	99 Sherman Street		*857-869-8665*		
	Cambridge, MA 02140	*(spvr)Teyahnie*	617-642-4390		
052	**Fletcher Maynard Academy/**	*6/30- 8/1*	Stephanie Barney	B: 8:00-8:30 am	
	ASD		617-349-6502		
	225 Windsor Street	*Michael*	617-306-8760	L: 11:00-11:30 am	**45**
	Cambridge, MA 02139	*Ramsey*	479-595-4077		
053	**Sennott Park**	*6/30 - 8/8*	Regeat	L: 11:30-12:30 pm	
	Broadway		*617-512-9916*		
	Cambridge, MA 02139	*(spvr)Teyahnie*	617-642-4390		
054	**Greene-Rose Heritage Park**	*6/30 - 8/8*	Ashley	L: 11:30-12:30 pm	
	238 Harvard Street		*617-999-6478*		
	Cambridge, MA 02139	*Joe*	857-266-8624		
		Samara	617-749-7103		
055	**Rise Up**	*7/9 - 8/8*	Jack Harverty	B: 8:15-8:45 am	
	CRLS	*802-318-3760*	*708-870-1706*	L: 12:20-12:40 pm	
	459 Broadway				**80**
	Cambridge, MA 02139		AMiller@cpsd.us		
	CONTINUED ON NEXT PAGE				

Schedule A:
2014 SUMMER FOOD - SITE LIST

056	**Tobin Title One**		Ellen McLaughlin	B: 8:30-9:15 am	
	197 Vassal Lane		*617-349-6600 ext.342*	L: 12:00-12:30 pm	
	Cambridge, MA 02138		617-417-4132		**50**
			Emclaughlin@cpsd.us		
060	**Fletcher Maynard Academy**	*7/7 - 8/1*	Robin Harris	B: 8:30 - 9:00 am	
	Title One		617-349-6588x152	L: 12:00 - 12:30 pm	
	225 Windsor Street	*Carol Ann:*	*617-583-3598*	Betty	**45**
	Cambridge, MA 02139		rharris@cpsd.us	857-246-0283	
061	**Camp K/Lo**	*6/30 - 8/15*	Shirley Santos	B: 9:00 - 9:30 am	
	KennedyLongfellow School		617-349-6308	L: 12:00 - 12:30 pm	
	158 Spring Street	*cell:*	617-513-3476		**30**
	Cambridge, MA 02141		ssantos@cambridgema.gov		

Schedule B -

SUMMER FOOD SERVICE PROGRAM

FIFTEEN DAY MENU CYCLE*

Vendor shall refer to attached menu cycle for each type of meal based on USDA required meal pattern.

Breakfast
Lunch
Snack

All orange juice shall be 100% Florida Orange Juice and have Sunshine Tree of Approval as Sponsor may participate in Florida Citrus Commission Promotion.

SUMMER FOOD SERVICE
BREAKFAST MENU
15-DAY CYCLE

DAY 1	DAY 2	DAY 3	DAY 4	DAY 5
KIX 4 oz. ORANGE JUICE SPOON KIT MILK	BLUEBERRY MUFFIN 4 oz. APPLE JUICE NAPKIN/STRAW KIT MILK	MULTIGRAIN CHEERIOS 4 oz. GRAPE JUICE MILK	2.1 OZ CROISSANT JELLY 4 oz. FRUIT PUNCH NAPKIN/ STRAW KIT MILK	BELGIN WAFFLE STICKS DIPPING SYRUP PINEAPPLE JUICE SPOON KIT MILK
DAY 6	**DAY 7**	**DAY 8**	**DAY 9**	**DAY 10**
FROSTED FLAKES 4 oz. ORANGE JUICE MILK	HONEY BUN 4 oz. APPLE JUICE NAPKIN/STRAW KIT MILK	CORN POPS 4 oz. GRAPE SPOON KIT MILK	FRENCH TOAST STICKS DIPPING SYRUP NAPKIN/STRAW KIT FRUIT JUICE MILK	CINNAMON RAISIN BAGEL/CREAM CHEESE 4 oz. ORANGE/ MILK
DAY 11	**DAY12**	**DAY13**	**DAY14**	**DAY 15**
FROSTED MINI WHEATS 4 oz. ORANGE JUICE SPOON KIT MILK	2.3 OZ BAGEL CREAM CHEESE 4 oz. APPLE JUICE NAPKIN/STRAW KIT MILK	SILVER DOLLAR PANCAKES DIPPING SYRUP 4 oz. GRAPE JUICE NAPKIN/STRAW KIT MILK	BANANA MUFFIN 4 oz. FRUIT PUNCH NAPKIN/STRAW KIT PINEAPPLE JUICE MILK	CHOCOLATE CHIP SCONE 4 oz. ORANGE MILK NAPKIN / STRAW KIT

CITY OF CAMBRIDGE
SUMMER FOOD SERVICE
15-DAY LUNCH MENU CYCLE

DAY 1	DAY 2	DAY 3	DAY 4	DAY 5
CHEF SALAD (TURKEY, HAM & CHEESE, LETTUCE TOMATO & CUCUMBERS FRESH FRUIT PITA BREAD DRESSING NAPKIN /STRAW KIT MILK	CHICKEN SALAD ON HAMBURG ROLL CHEESE STICK CUCUMBER SLICES W/DRESSING FRESH FRUIT NAPKIN/ STRAW KIT MILK	HOME-STYLE MEATLOAF SANDWICH ON WHEAT ROLL WITH CHEESE POTATO SALAD FRESH FRUIT NAPKIN/STRAW KIT MILK	SLICED TURKEY BREAST ON WHEAT COOKIE/FRUITED GELATIN/CARROT SLICES/ W/ DRESSING MAYONNAISE NAPKIN/ STRAW KIT MILK	GREEK SALAD W/ FETA CHEESE & CHICKEN PITA BREAD FRESH FRUIT NAPKIN/STRAW KIT MILK
DAY 6	**DAY 7**	**DAY 8**	**DAY 9**	**DAY 10**
BEEF BOLOGNA & AMERICAN CHEESE ON WHEAT BREAD 4oz. JUICE FRESH FRUIT REDUCED FAT NACHO CHEESE OR DORITOS 7/8 oz. MUSTARD MILK	CHICKEN FAJITA WRAP LETTUCE & SALSA FRESH FRUIT MILK	ITALIAN SUB WITH LETTUCE, TOMATO & PICKLE SLICES PASTA SALAD MARINATED MUSHROOMS CHOCOLATE CAKE NAPKIN /STRAW KIT MILK	GRILLED CHICKEN CAESAR SALAD DRESSING WHEAT ROLL FRESH FRUIT MILK	TUNA SALAD SANDWICH ON A CROISSANT WITH LETTUCE & TOMATO SMOKE HOUSE POTATO SALAD & MIXED FRUIT NAPKIN/ STRAW KIT MILK SHAPE-UP LEMON (3.1 oz.)
DAY 11	**DAY 12**	**DAY 13**	**DAY 14**	**DAY 15**
HAM & CHEESE WHEAT BREAD LETTUCE & TOMATO MUSTARD COLE SLAW NAPKINS/ STRAW KIT CHOCOLATE CHIP COOKIE MILK	CHILLED BONELESS FRIED CHICKEN STRIPS COLE SLAW FRESH FRUIT SPOON/NAPKIT,STRAW MILK	MONTREAL STEAKHOUSE SALAD WITH TOMATOES & DRESSING FRESH MELON WHEAT ROLL NAPKIN/STRAW KIT MILK	SLICED TURKEY WRAP LETTUCE & TOMATO W/ DRESSING FRUITED GELATIN SPICE COOKIE NAPKIN/ STRAW KIT MILK	PLAIN TUNA SALAD W/ MAYONNAISE ON TOP OF A GARDEN SALAD, DRESSING FRESH MELON MILK FORK/NAPKIN STRAW KIT

SPONSOR WILL REVIEW BRAND QUALITY BEFORE MAKING FINAL AWARD. REPUTABLE BRAND DELI MEAT AND CHEESE PRODUCTS MUST BE USED.

NAME OF BIDDER:_____

CITY OF CAMBRIDGE
SUMMER FOOD SERVICE
SNACK MENU
15 DAYS CYCLE

DAY 1	DAY 2	DAY 3	DAY 4	DAY 5
Fresh Fruit Low fat Chocolate Chip Muffin 1.8 oz	Mozzarella String Cheese 100% Juice	Mini Pretzels 9 oz 100% Juice	Fresh fruit Graham Crackers 9 oz	Carrot Sticks Ranch Dressing Crackers 100% Juice
DAY 6	DAY 7	DAY 8	DAY 9	DAY 10
Animal Crackers 9 oz 100% Juice	Watermelon Cheese Sticks 1 oz	Granola Bar 2.2 oz 100% Juice	Corn Muffin 1.8 oz 100% Juice	Brownie 4 oz 100% Juice
DAY 11	DAY 12	DAY 13	DAY 14	DAY 15
Cucumber Rings Dressing 100% Juice	Pita Puffs 9 oz 100% Juice	Cheddar Cheese Squares 1 oz 100% Juice	Oatmeal/Raisin Cookies 100% Juice	Hummus 1 oz Pita Bread 100% Juice

* All juice servings are 6oz.

FILE NO. 6389A (RE-BID) SUMMER FOOD SERVICE PROGRAM (DHSP) - THURSDAY, JUNE 5, 2014 @11:00 AM

SCHEDULE E - I

Name of Sponsor: CITY OF CAMBRIDGE

Address: 795 Massachusetts Ave, Cambridge, MA, 02139

Bid #: 6389A; Thursday, June 5, 2014 @ 11:00 AM:

UNIT PRICE SCHEDULE AND INSTRUCTION

Sponsors shall complete columns A and B below based on site data stated in Schedule A; Bidders shall complete column C and provide extension totals in Column D based on Schedule A data for Year 2014, 2015 & 2016.

The contract period is for one year with two one-year options to renew at the sole discretion of the Awarding Authority. One award will be made as a result of this Invitation for Bid. A contract will be awarded to the responsive and responsible bidder offering the lowest price for year one. The City will renew years two and three depending on the performance of the contractor and the price for the subsequent years. All prices are to remain firm for the entire contract period. The payment and performance obligation for each succeeding year of the multi year contract will be subject to the appropriation and other available funds.

Year One- Year 2014

	TO BE COMPLETED BY SPONSOR		TO BE COMPLETED BY BIDDER	
	A Estimated Number of Meals Per Day	B Estimated Number of Serving Days	C Unit Price Per Meal	D ***Estimated Program Total
Meal Type Item 1. Breakfast	675	35		
Item 2. A. M. Supplements	N/A	N/A		
Item 3. Lunch	750	35		
Item 4. P.M. Supplements	75	35		
Item 5. Supper	N/A	N/A		

TOTAL ESTIMATED AMOUNT OF THIS BID YEAR 2014 $

Total Amount in words Year 2014:

Price Proposal continued on next page

NAME OF BIDDER:

Year Two – Year 2015

	TO BE COMPLETED BY SPONSOR		TO BE COMPLETED BY BIDDER	
	A Estimated Number of Meals Per Day	B Estimated Number of Serving Days	C Unit Price Per Meal	D ***Estimated Program Total
Meal Type Item 1. Breakfast	700	39		
Item 2. A. M. Supplements	N/A	N/A		
Item 3. Lunch	1,000	39		
Item 4. P.M. Supplements	100	39		
Item 5. Supper	N/A	N/A		

TOTAL ESTIMATED AMOUNT OF THIS BID YEAR 2015 $_____

Total Amount in words Year 2015:_____

Year Three – Year 2016

	TO BE COMPLETED BY SPONSOR		TO BE COMPLETED BY BIDDER	
	A Estimated Number of Meals Per Day	B Estimated Number of Serving Days	C Unit Price Per Meal	D ***Estimated Program Total
Meal Type				
Item 1. Breakfast	825	39		
Item 2. A. M. Supplements	N/A	N/A		
Item 3. Lunch	1,000	39		
Item 4. P.M. Supplements	150	39		
Item 5. Supper	N/A	N/A		

TOTAL ESTIMATED AMOUNT OF THIS BID FOR YEAR 2016 $_____

Total Amount in words Year 2016:_____

Signature of Bidder:_____

NAME OF BIDDER:_____

THE CITY OF CAMBRIDGE
EQUAL OPPORTUNITY CONTRACT FORM

IDENTIFICATION

1) Name of Company/Institution _____

2) Fed I.D. or Social Security Number _____

3) Address _____
Street City State Zip

4) Telephone Number _____

5) Ownership: (Check all applicable boxes) Company is at least 51 % owned, controlled, and actively managed by: ____Black, ____Hispanic, ____Asian, ____American Indian, ____Women Owned, ____Handicapped, ____Viet. Vet., ____None of the above

If you are describing yourself as minority or women owned, has your business been certified by:
____ SOMWBA, ____ City of Cambridge, ____Other

If you need information on certification, please contact:
SOMWBA
State Office of Minority & Women Business Assistance
727-8692

5) ASSURANCE OF EQUAL EMPLOYMENT OPPORTUNITY
Staff Employed by Contractor (Please Indicate Number):

____Black ____ White____ Hispanic____ Asian____ American Indian

Staff Servicing this Contract:
____ Black ____ White ____Hispanic ____Asian ____ American Indian

6) Amount of Contract or Bid $ _____

7) Responsibility for Equal Opportunity:

_____
Name/Title Signature Date

Contractor is an equal opportunity employer and does not discriminate on the basis of race, color, sex, religion, national origin, ages, or handicap. ALL SIGNATURES MUST BE ORIGINAL

IMPORTANT: IN ORDER TO BE CONSIDERED FOR CONTRACT AWARD, THIS FORM MUST BE COMPLETED BEFORE A CONTRACT CAN BE PROCESSED.

PURCHASE DESCRIPTION AND SPECIFICATIONS

A. DESCRIPTION OF SERVICES TO BE PERFORMED OR SUPPLIES PURCHASED:

THE PURCHASE OF FOOD AND DELIVERY FOR THE SUMMER 2014 FEEDING PROGRAM FOR THE FOOD AND NUTRITION SERVICES DEPARTMENT - BID# BPS 121
(Detailed description:use additional pages as required.)

B. TIME REQUIREMENTS/REQUIRED DELIVERY DATE:

Refer to Specifications

(Beginning and ending dates; total hours; total days; on or before dates; whatever applicable.)

C. PRICE REOUIREMENTS:

Refer to Specifications and Schedule for complete details.

For supplies: Official shall request firm price, price for each item, basis upon which price may be adjusted, etc.

For services: Official shall request hourly/daily/or other rate. Overhead, expenses, or other costs shall be stated in explicit form.

Price requirements for multi-year contracts: If contract term is to exceed one year, including any extension or option to renew, price specification must specify i) whether price quotation is for first fiscal year only, ii) whether price quotation is for entire time of performance only, iii) whether price quotation is for both the first fiscal year and the entire time of performance. For multi year contracts, the Official must state explicitly how prices of bids will be compared.

D. EQUIPMENT REQUIREMENTS:

Refer to Specifications and Schedule for complete details.

(Special equipment needed to do the work; be precise.)

Attachment A " The Commonwealth of Massachusetts Chapter 94,Section 305C".

General Laws

Print Page

PART I	ADMINISTRATION OF THE GOVERNMENT	NEXT
TITLE XV	REGULATION OF TRADE	PREV NEXT
CHAPTER 94	INSPECTION AND SALE OF FOOD, DRUGS AND VARIOUS ARTICLES	PREV NEXT
Section 305C	Food processor or distributor licensing; application of section	PREV NEXT

Section 305C. The department shall issue and may renew on an annual basis a license to every person engaged in the business of processing or distributing food for sale at wholesale, including every person who prepares, manufactures, packs, repacks, cans, bottles, keeps, exposes, stores, handles or distributes food or who operates a food warehouse. Said license requirement shall not apply to any person who is a purveyor of fresh fruits and vegetables, a farmer who produces and sells raw farm products, including eggs, persons licensed under section ten B, forty, forty-eight A, sixty-five H, sixty-six or one hundred and twenty or licensed under chapter one hundred and thirty-eight, persons holding a permit under chapter one hundred and thirty, nor to any person who operates an establishment under the inspection of the meat inspection division of the bureau of animal industry of the United States department of agriculture.

Said license shall apply to one place of business only. Prior to issuing a license, the department shall inspect each place of business for which application is made. The department shall send a copy of each such license to the board of health of the city or town in which each licensee is located.

The fee for each license and for each annual renewal thereof shall be determined annually by the commissioner of administration under the provisions of section three B of chapter seven.

No person shall carry on the business of a food processor or food distributor unless such person holds a valid license from the department. Any person who violates the provisions of this section shall be punished by a fine of not more than one thousand dollars. The superior court shall have jurisdiction to enjoin any violation of this paragraph or to take such other action as equity and justice may require.

Subject to the requirements of chapter thirty A, the department may refuse to issue or renew, suspend or revoke such license if (1) any statement in the license application or upon which the license was issued is determined to be false or misleading; (2) the applicant or licensee has been convicted of a crime relating to the processing, storage, distribution or sale of food

in connection with the licensed business; (3) the applicant or licensee has failed to comply with any applicable provision of this chapter or any applicable rule or regulations; or (4), the applicant or licensee refuses to admit representatives of the department at any reasonable time for purposes of inspection. The commissioner may, without a prior hearing, suspend a license if he finds that such licensee is operating his business in a manner which is endangering or may cause imminent danger to the public health. In every case of suspension of a license without a prior hearing, the licensee shall be promptly afforded an opportunity for such hearing.

The department may make such rules and regulations as may be necessary for the enforcement of this section. Such rules and regulations may provide administrative penalties for the violation of any rule or regulation promulgated hereunder not to exceed five hundred dollars for any single violation.

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Americans with Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The bidder shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the bidder's services, the individual with the disability must meet the essential eligibility requirements for receipt of the bidder's services or participation in the bidder's programs or activities with or without: 1) reasonable modifications to the bidder's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its bid, the bidder certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the bidder is receiving federal funds.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the bidder has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____
Signature

_____
(Name of person signing bid)

_____
(Name of Business)

Address:_____

_____

Zip Code: _____

This form must be submitted with your bid

NAME OF BIDDER:_____

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge ("Vendors"), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy ("CORI Policy") attached hereto.

CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

1. _____ CORI checks are not performed on any Applicants.

2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.

3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

_____ _____

(Typed or printed name of person signing quotation, bid or Proposal) Signature

_____

(Name of Business)

NOTE:
The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

Instructions for Completing CORI Compliance Form:
A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor's CORI policy conforms to the policies, practices and standards set forth in the City's CORI Policy. A Vendor with a CORI policy that does NOT conform to the City's CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

This form must be submitted with your bid

ORDINANCE NUMBER 1312

Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.

City of Cambridge

In the Year Two Thousand and Eight

AN ORDINANCE

In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"

Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled "CORI Screening by Vendors of the City of Cambridge" as follows:

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

2.112.061 Purpose
2.112.062 Definitions
2.112.063 CORI-Related Standards of the City of Cambridge
2.112.064 Waiver
2.112.065 Applicability

2.112.061 Purpose

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

2.112.062 Definitions

Unless specifically indicated otherwise, these definitions shall apply and control.

Awarding Authority means the City of Cambridge Purchasing Agent or designee.

Vendor means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

2.112.063 CORI-Related Standards of the City of Cambridge

The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

2.112.065 Applicability

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.
Passed to be ordained by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0.
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.

2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.

3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.

4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.

5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.

6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.

7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.

8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.

9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record.* If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.

10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

    (a) Relevance of the crime to the position sought;
    (b) The nature of the work to be performed;
    (c) Time since the conviction;
    (d) Age of the candidate at the time of offense;
    (e) Seriousness and specific circumstances of the offense;
    (f) The number of offenses;
    (g) Whether the applicant has pending charges;
    (h) Any relevant evidence of rehabilitation or lack thereof;
    (i) Any other relevant information, including information submitted by the candidate or requested by the City.

11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.

12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.

13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

14. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.

15. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.

16. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.

17. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.

18. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.

19. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.

20. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.

21. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.

22. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record.* If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.

23. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

    (a) Relevance of the crime to the position sought;
    (b) The nature of the work to be performed;
    (c) Time since the conviction;
    (d) Age of the candidate at the time of offense;
    (e) Seriousness and specific circumstances of the offense;
    (f) The number of offenses;
    (g) Whether the applicant has pending charges;

(h) Any relevant evidence of rehabilitation or lack thereof;
(i) Any other relevant information, including information submitted by the candidate or requested by the City.

24. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.

25. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.

26. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

Chapter 2.121

LIVING WAGE ORDINANCE

Sections:

2.121.010	**Title and Purpose**
2.121.020	**Definitions**
2.121.030	**Living Wage**
2.121.040	**Waivers and Exceptions**
2.121.050	**Notification Requirements**
2.121.060	**Duties of covered Employers**
2.121.070	**Community Advisory Board**
2.121.080	**Enforcement**
2.121.090	**Severability**
2.121.100	**Effective Date**

2.121.010 Title and Purpose.

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

2.121.020 Definitions.

For the purposes of this ordinance, the term:

(a) "Applicable Department" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

(b) "Assistance" means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least $10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of city owned land or buildings below market value; and

(2) any service contract, as defined herein, of at least $10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.c. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.

(3) any service subcontract, as defined herein, of at least $10,000.

(c) "Beneficiary" means:

(1) any person who is a recipient of Assistance;

(2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

(d) "Covered Employer" means the City of Cambridge or a Beneficiary of Assistance.

(e) "Covered Employee" means:

(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and

(2) a person employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the

contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance..

(f) "Living Wage" has the meaning stated in Section 2.121.030.

(g) "Person" means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

(h) "Service Contract" means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service contract" for the purposes of this definition.

(i) "Service Subcontract" means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service subcontract" for the purposes of this definition.

2.121.030 Living Wage.

(a) Applicability. Covered Employers shall pay no less than the Living Wage to their employees.

(b) Amount of wage. The Living Wage shall be calculated on an hourly basis and shall be no less than $10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to $10.00.

(c) No reduction in collective bargaining wage rates. Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

(d) Cuts in non-wage benefits prohibited. No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

2.121.040 Waivers and Exceptions.

(a) Waivers. A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter.

(b) General Waivers. Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

(c) Hardship Waivers for certain not-for-profit employers. An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

(d) Chapter 30B contract waivers. Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

(e) General Waiver Request Contents. All General Waiver requests shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;

(3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and

(4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

(f) Hardship Waiver Request Contents. All Hardship Waiver requests shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and

(3) A statement of proposed wages below the Living Wage.

(g) Chapter 30B Contract Waiver Request Contents. A Chapter 30B contract waiver request shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

(h) Community Advisory Board review and recommendation regarding waiver requests. The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

(i) Terms of exceptions. If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

(j) Exceptions. The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

(1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;

(2) work-study or cooperative educational programs;

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching:

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

2.121.050 Notification Requirements.

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

2.121.060 Duties of Covered Employers.

(a) Notification Requirements. Covered employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

(1) notice of the Living Wage amount;

(2) a summary of the provisions of this ordinance;

(3) a description of the enforcement provisions of the ordinance;

(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

(b) Contract for Assistance. At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, the contract must include the following:

(1) the name of the program or project under which the contract or subcontract is being awarded;

(2) a local contact name, address, and phone number for the Beneficiary;

(3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;

(4) a list of Covered Employees under the contract with the employees' job titles;

(5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

(c) Maintenance of payroll records. Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

(d) Applicable Department duties. The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

(e) Covered Employer to cooperate. The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

(f) City Assistance Reports. Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

(1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;

(2) a description of the purpose or project for which the Assistance was awarded;

(3) the name, address, and phone number of a local contact person for the Covered Employer;

(4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

2.121.070 Community Advisory Board.

(a) Purpose. The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

(b) Composition. The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

(c) Meetings. The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

(d) Conflict of Interest. No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

2.121.080 Enforcement.

(a) Enforcement powers. In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

(b) Complaint procedures. An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

(c) Investigations and hearings. The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

(d) Remedies. In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

(1) Fines up to the amount of $300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city.

Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

(e) Private right of action. Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

(f) Remedies herein non-exclusive. No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

(g) Retaliation and discrimination barred. A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein

2.121.090 Severability.

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

2.121.100 Effective Date.

This law shall be effective sixty (60) after final passage.

The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1st in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is $10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is $ 10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is $11.11.

For calendar year 2002, the CPI-U increased by 2.6% . Therefore the new living wage, as of March 1, 2003 is $11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is $11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is $11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is $12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is $12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is $12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2008 is $13.23.

For calendar year 2008 the CPI-U increased by 3.5 %. Therefore the new living wage, as of March 1, 2009 is $13.69.

For calendar year 2009 the CPI-U decreased by .67 %. Therefore the new living wage, as of March 1, 2010 will remain at $13.69.

For calendar year 2010 the CPI-U increased by 1.57%. Therefore the new living wage, as of March 1, 2011 is $13.90.

For calendar year 2011 the CPI-U increased by 2.71%. Therefore the new living wage, as of March 1, 2012 is $14.28.

For calendar year 2012 the CPI-U increased by 1.58%. Therefore the new living wage, as of March 1, 2013 is $14.51.

For calendar year 2013 the CPI-U increased by 1.37%.Therefore the new living wage, as of March 1, 2014 is $14.71.

City Of Cambridge
Articles of Agreement

Commodity:
File Number:

This agreement is made and entered into this _____, by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and _____, existing under the laws of the State of _____ ("the Contractor").
Address:
Telephone, Fax, E-mail:

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on _____ and ending on _____.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

Contract Value:

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **The Contractor shall invoice department to which it provided the service, not the Purchasing Department.**

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of **10%** of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

NAME OF BIDDER:_____

Article X. Equal Opportunity. the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.

Approved as to Form:

Nancy E. Glowa
City Solicitor

Richard C. Rossi
City Manager

The Contractor:

Signature And Title

Amy L. Witts
Purchasing Agent

NAME OF BIDDER:_____